



# State of Alabama Department of Mental Health Central Purchasing Solicitation

<b>Solicitation</b> RFB 061 22000000603	<b>Document Phase</b> Final	<b>Document Description</b> MEDICAL TRANSCRIPTION - BRYCE/ HARPER
<b>Procurement Folder</b> 1466907	<b>Creation Date</b> 11/19/21	<b>Print Date</b> 11/19/21

## Request for Bids

### CONTACTS

Contact	Name	E-mail	Phone
<b>Requestor:</b>	Annette Waites	Annette.Waites@mh.alabama.gov	334-353-7128
<b>Issuer:</b>	Shanna Taylor	shanna.taylor@mh.alabama.gov	334-242-3508
<b>Buyer:</b>	Annette Waites	Annette.Waites@mh.alabama.gov	334-353-7128

**Bids will be accepted from:** 11/19/21

**to:** 12/14/21 11:00 AM

**Bids will be opened:** 12/14/21 11:00 AM

### TO BE COMPLETED BY VENDOR

**Information in this section should be provided as appropriate. Bid Response must be in ink or typed with original signature and notarization.**

1. Delivery: Can be made \_\_\_\_\_ days or \_\_\_\_\_ weeks after receipt of order.
2. Terms: \_\_\_\_\_ (Discounts are taken without regard to date of payment.)
3. Prices valid for acceptance within \_\_\_\_\_ days.
4. Vendor's quotation reference number, if any: \_\_\_\_\_ (this number will appear on the purchase order.)
5. E-mail address: \_\_\_\_\_ Internet Website: \_\_\_\_\_
6. General Contractor's License No: \_\_\_\_\_ Type of G.C. License: \_\_\_\_\_

Return invitation to bid:

#### Regular Mail

State of Alabama  
Alabama Mental Health  
Purchasing Office  
P.O. Box 301410  
Montgomery, AL 36130-1410

#### Courier

State of Alabama  
Alabama Mental Health  
Purchasing Office  
100 N. Union St. Suite 570  
Montgomery, AL 36104

### Signature and Notarization Required

I have read the entire bid and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

**Sworn to and**

\_\_\_\_\_  
VSS Vendor Number

\_\_\_\_\_  
Authorized Signature (Ink)

**Subscribed before me this**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Type/Print Authorized Name

\_\_\_\_\_  
Day of \_\_\_\_\_

\_\_\_\_\_  
Mail Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Toll Free Number

\_\_\_\_\_  
Term Expiration:

\_\_\_\_\_  
Phone Including Area Code

\_\_\_\_\_  
Fax Number

**COMMODITY INFORMATION**

**Group:** 1 Default Commodity Group      **Line:** 1      **Line Type:** Item  
**Commodity Code:** 96172      **Quantity:** 1.00000  
**Commodity Description:** Transcription Services: Academic, Braille, Legal,      **Unit:** Lot  
**Extended Amount:**      **Unit Price:**  
**Preferred Vendor:** \_\_\_\_\_  
**Extended Description:** \_\_\_\_\_

Medical Transcription Services, Bryce Hospital; Base Rate per Line: \$ \_\_\_\_\_ Stat Rate per Line: \$ \_\_\_\_\_

Transcription Services: Academic, Braille, Legal, Medical, Electronic Duplication, etc.

**SHIPPING AND BILLING****Shipping**

ADMH- Central Office  
100 N Union  
RSA Union Building  
Montgomery, AL 36130

**Delivery Date:** \_\_\_\_\_

**Billing**

ADMH- Central Office  
100 N Union  
Montgomery, AL 36130

**Delivery Type:** \_\_\_\_\_

**COMMODITY INFORMATION**

**Group:** 1 Default Commodity Group      **Line:** 2      **Line Type:** Item  
**Commodity Code:** 96172      **Quantity:** 1.00000  
**Commodity Description:** Transcription Services: Academic, Braille, Legal,      **Unit:** Lot  
**Extended Amount:**      **Unit Price:**  
**Preferred Vendor:** \_\_\_\_\_  
**Extended Description:** \_\_\_\_\_

Medical Transcription Services, Mary Starke Harper Center; Base Rate per Line: \$ \_\_\_\_\_ Stat Rate per Line: \$ \_\_\_\_\_

Transcription Services: Academic, Braille, Legal, Medical, Electronic Duplication, etc.

**SHIPPING AND BILLING****Shipping**

ADMH- Central Office  
100 N Union  
RSA Union Building  
Montgomery, AL 36130

**Delivery Date:** \_\_\_\_\_

**Billing**

ADMH- Central Office  
100 N Union  
Montgomery, AL 36130

**Delivery Type:** \_\_\_\_\_

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#### AUTHORITY:

The Department of Mental Health, an agency of the State of Alabama, makes purchases under the authority granted in Acts 1965, No. 881, Acts 1984, No. 84-242, and in accordance with the State of Alabama Bid Laws, specifically Code of Alabama 1975, Section 41-16-20.

#### AWARD:

The Department of Mental Health reserves the right to: (1) award bids on an “all or none” basis; (2) award bids on an “item by item” basis, unless otherwise specified by bidder; (3) waive any informality in bids; (4) reject any and all bids.

#### BID RESPONSE INSTRUCTIONS:

In order to submit a responsible bid, bidder must read and follow all instructions, terms, conditions and specifications.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Department of Mental Health does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Department of Mental Health Office of Contracts and Purchasing prior to the “close date and time” indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no bid). Pages should be secured. The Department of Mental Health does not assume responsibility for missing pages. Faxed/ emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Department of Mental Health requires an original and a minimum of two exact copy signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

#### BID REJECTION:

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of bid.

Bids that are improperly submitted or received late will be documented for record will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

- Bid number not on envelope/package/box
- Bid response with multiple bid numbers in same envelope not properly identified
- Bid responses received late

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- Bid response not signed/not original signature
- Bid response not notarized/not original signature of notary/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to submit the original bid and two copies
- Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended Act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within five (5) calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).

#### CERTIFICATION PURSUANT TO ACT No. 2006-557:

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting and remitting Alabama state and local sales, use and/or lease tax on all taxable sales and leases in Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

#### MINORITY VENDOR INFORMATION:

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the Office of Minority Business Enterprises at [www.adeca.alabama.gov](http://www.adeca.alabama.gov).

### STANDARD TERMS AND CONDITIONS

#### VENDOR REGISTRATION AND SUBSCRIPTION FEE:

Vendor may receive bid notices by registering at the State of Alabama vendor self-serve (VSS) portal, Hyperlink: “<https://procurement.staars.alabama.gov>”. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract to include renewal periods.

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#### INTENT TO AWARD:

The State of Alabama Department of Mental Health will issue an “Intent to Award” before the final award is made. The “Intent to Award” will continue for a period of five (5) calendar days, after which the award will be final provided there are no protest. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-44(14).

#### ALTERNATE BID RESPONSES:

Unless stated elsewhere in this Invitation-to-Bid (ITB) the Dept. of Mental Health accept and evaluate alternate bid submittals provided the response meets all bid requirements. Alternates will be considered. When alternate brands and/or product numbers are bid, adequate specifications for evaluation must be submitted with the bid. Final determination as to equal quality of alternate will always be made by the receiving authority.

#### INTERNET WEBLINKS:

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this ITB.

#### SALES TAX EXEMPTION:

Pursuant of the Code of Alabama, 1975, Title 40-23-4(A), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

#### FOREIGN ENTITIES – CERTIFICATE OF AUTHORITY:

Alabama Law provides that a foreign entity (out of state company/firm) as identified in Section 10A-1-7.01 Code of Alabama 1975, not otherwise exempted by Section 10A-17.02 Code of Alabama Section 1975, may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporate Division, (334) 242-52324. The Certificate of Authority does not prevent the vendor from submitting a bid.

#### BOYCOTT:

“Pursuant to Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with jurisdiction with which this state can enjoy open trade.”

#### PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE:

In accordance with the Uniform Commercial Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

#### FREIGHT:

Bid is F.O.B. destination. Any freight charges must be included in the bid prices. Do not include freight as separate line item. The vendor must assume all responsibility for damage in transit.

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#### INVOICES:

Vendor understands and agrees that it has an affirmative duty to submit invoices accurately and on time. For purposes of this contract, this means that vendor shall submit all invoices by the fifth (5th) day of each month (or the next business day if the fifth falls on a weekend or State holiday) following the rendering of services or product that is required by this contract.

#### ALABAMA PREFERRED VENDOR:

A 'Preferred Vendor' shall be a person, firm, or corporation that is granted priority by meeting all of the following criteria as established by Section 41-16-20, Code of Alabama, 1975

Priority 1. Produces or manufactures the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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## **Department of Mental Health Medical Transcription Services Contract**

The purpose of this contract is to solicit bids to establish a contract to provide Medical transcription of psychiatric reports and other documents that may be necessary to Bryce Hospital and Harper Geriatric Psychiatry Center (Harper Center)

The period of the contract shall be for two years with an option to issue a third, fourth and fifth year contract under the same pricing, terms and conditions if requested by the Department and agreed upon by the Contractor.

The contract may be terminated by the issuance of a thirty (30) day written notification of cancellation from one party to the other.

### **BID**

In the bid response, the Contractor must clearly, specifically and in detail, state the method by which each requirement specified on the contract will be achieved. A statement of 'all requirements stated in contract will be met' is unacceptable.

### **On Shore**

All transcription without exception shall be completed on shore – United States.

### **Types of Documents to be Transcribed:**

Psychiatric Assessments and Reports  
History and Physical Examinations  
GYN Examinations  
Consultation Reports from Various Specialists  
EEGS  
Hospitalization Summaries  
Forensic Evaluations  
Letters  
Psychological Assessments  
Social History and Assessment  
Reports of Investigation  
Other Reports as Necessary

Reports are to be transcribed according to the guidelines of Bryce Hospital and Harper Center.

Reports will be transcribed according to pre-established templates or formats, which will be provided by the respective Facility. All staff of the Contractor will use the templates or formats provided and will update templates to ensure use of the most current version.

### **Account Management:**

Contractor representatives must be assigned and readily available on a continuous basis to manage the account, to include, but not limited to problem solving, on-going coordination of services, request for stats, and other on-going account interactions.

When messages must be left on an answering machine, calls must be returned within 30 minutes.

Calls must be answered live by an individual the vast majority of the time. Assistance with questions and concerns must be available by phone 24 hours per day, 7 days per week, specifically after 4:30 pm CST, on holidays and weekends as well as during business hours.

Transcription services are to be provided in accordance with the following specifications:

### **Dictation:**

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Dictation shall be called into the Contractor's digital recorder via a toll-free telephone number provided by the Contractor. Documents will be dictated by Psychiatric Physicians, General Physicians, Consultants, Nurses, on-call Physicians, Psychologist, Investigators, Social Workers, and other Staff of the Facilities. The Contractor will provide each dictator with a personalized user ID to access the Contractor's dictation system.

All electronic communications will use a sophisticated password protection system.

The Contractor will supply and access telephone lines for Bryce and Harper staff to dictate to the Contractor's digital recorder.

The Contractor will be required to transcribe reports dictated by Health Care Providers with significant international accents and dialects.

If dictation cannot be understood, an underlined blank of sufficient space for writing in information will be provided. Contractor will make every attempt possible including asking for assistance from other transcribers and/or respective hospital Staff prior to leaving blanks in dictation.

Contractor's equipment must have enough ports available to accommodate up to seven (7) dictators from the respective hospital at any given time.

**Possible Lost Dictation:**

Contractor agrees to notify Respective Hospital if loss of dictation or possible loss of dictation occurs. Should dictation significantly or totally be inaudible or some other situation exists so that dictation cannot be transcribed, the Contractor will notify the respective hospital immediately upon becoming aware of the problem.

The Respective Hospital will provide the Contractor with specific information as to who should be contacted regarding such problem.

**Turn-Around Time:**

The Contractor must guarantee 12-hour turn-around time for all non-stat documents dictated 24 hours per day, 7 days a week. Four (4) hour turn around guaranteed for priority documents 24 hour per day, 7 days per week.

**Failure To Meet Specified Time Frames:**

Documents which are provided, but fail to meet the time the specified time frames, will be provided at no charge to Respective Hospital at no charge.

**Provision for Stat transcription of Documents:**

Contractor's bid must include a description of how a full transcription of a dictation document will be provided within four (4) hours of the original dictation time, when requested by an authorized employee of the respective hospital staff.

The rate of for stat transcription, if different from the usual rate, must also be specified in the bid.

**Backlog of Dictation:**

During the term of the contract, in the unlikely event that a backlog should develop and the Contractor fails to supply documents within the agreed upon turn-around times, an emergency plan must provided. The plan must include a method by which the untranscribed dictation is returned to the respective hospital so that another means of transcription of the document can occur. Such dictation must be supplied with all transcription costs paid by the Contractor and must be made available immediately upon request of the respective hospital

This plan must be submitted in writing along with the Contractor's bid.



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### **Disaster Recovery Plan:**

During the term of the contract, in the unlikely event of a system crash or any other unexpected failure to provide service as agreed upon, a disaster recovery plan must be in effect by which the documents can be obtained and produced.

This plan must be submitted in writing along with the Contractor's bid.

### **System Conversions:**

The respective hospital must receive written notification from the Contractor of planned system conversions or changes in equipment which could result in lost or delayed documents or services. Back-up plans must be in effect prior to any change or conversion.

### **Monitoring Of Quality of Transcription:**

Contractor will ensure procedures are in place to ensure accuracy of transcribed material using correct grammar and terminology prior to transmission of the document to the respective hospital.

Abbreviations will be spelled out based on the definitions of Bryce Hospital and Harper Center.

### **Electronic Transmission of Documents:**

Contractor must electronically return completed documents to the specified hospital computer or printer. The document must be transcribed and transmitted in accordance with agreed upon turn-around times.

Transmission via internet must be secure.

Documents shall be created in Microsoft Word using software which will accommodate revisions made by Bryce, Harper Center and/or the Contractor if so desired.

At the point of creation, secure transmission, and archiving, documents must be individually saved and transmitted using software and procedures to facilitate Bryce/Harper Staff accessing the document to copy, revise, print, etc. The Contractor's software must be compatible with the version of software currently in use at respective hospital, even if the software in use when the documents were created has been updated to a more current version. Corrections must be made by and paid for by the Contractor.

### **Bryce Hospital**

Bryce Hospital transcription shall be automatically available for printing on the premises of the facility.

### **Harper Center**

Transcription shall be automatically batched up to three times per day to the designated printer. Contractor must make documents available for printing on-site following transcription.

Bryce/Harper must have the ability to print individual documents or batches of documents when so desired by the facility.

The facility must have the ability to view the status of documents dictated and transcribed from their on-site terminal from time of dictation.

Preparation and Transmission of Log Sheets:

### **The Contractor will also transmit or make available the following:**

A. A batch log sheet containing the following:  
Patient Identification Number

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Medical Record Number  
Dictator's Name  
Date of Dictation  
Date of Transcription  
Date and Time of Transmission  
Type of Report  
Report Length

B. A batch log indicating reports transmitted.

c. A job status report indicating all jobs with a specified date range regardless of status.

### **Archival of Completed Documents:**

The Contractor will create, electronically save, and archive the completed reports as individual, separate, editable documents for a minimum of six (6) months from date of transcription.

Contractor will make documents electronically available to the respective hospital for copying to disc or hard drive for achievable purposes for a period beyond the specified six (6) months.

At the point of creation, transmission, and archiving, documents must be individually saved and transmitted using software and procedures to facilitate the respective hospital staff accessing the documents to revise, copy, print, etc. with the version of software currently in use at the respective hospital, even if the software in use when the document was originally created has been updated to a more current version.

### **Reproduction of Reports:**

Any report must be reproduced at no charge, if requested within the archival period.

### **Backup System:**

The Contractor must maintain a redundant backup of all systems and documents for a minimum of six (6) months.

### **Confidentiality:**

The Contractor must agree to indemnify and hold harmless the respective hospital, its servants or agents for any violation of the confidentiality of medical psychiatric, or any other information caused by the Contractor or their agents while that information is in the possession or control of the Contractor, their servants or agents. The Contractor and its employees must assume the same responsibility for the confidentiality and security of the medical records and all other information in their possession as if they were employed by Bryce/Harper for which they are transcribing.

### **The Principles of the security and confidentiality are to be:**

1. No Release of Information.
2. At no time will any employee copy, discuss or take notes during the normal course of transcribing medical record or any other reports from the respective hospital.
3. Only those reports being transcribed by an individual transcriptionist will be accessed by the transcriptionist.
4. Each transcriptionist will keep an accurate record of all dictation transcribed.
5. All Contractor employees handling dictation of these hospitals are to be aware of the confidential nature of dictated material, census data, physician's lists, and other information provided to them for transcription purposes.
6. A breach in this policy will result in immediate termination of the employee and possible legal action.

### **Equipment/Electronic Transmission Security/Confidentiality:**

Equipment of the Contractor must contain all mechanisms necessary to ensure security and confidentiality of information.

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Security and confidentiality must meet privacy and security standards imposed by Federal Government and comply with HIPPA in dictation and transcription equipment as well as methods of electronic transmission.

Specifications of the security measure of the equipment, and the methods of electronic document transmission and telecommunication to be utilized to provide complete security and confidentiality must be submitted in writing with Contractor's bid for evaluation. Otherwise the bid will be rejected as non-responsive.

**Compliance with Regulations:**

Contractor must use software and procedures, which comply with payor regulatory, confidentiality, and other documentation requirements.

**Demonstration:**

Contractor must provide a demonstration to Bryce/Harper prior to award of contract.

**Training:**

Outside training must be provided to Dictators, Health Information Management Staff, Contract Personnel and any other Staff felt necessary by respective hospital regarding operation of all equipment necessary for completion of their task. This training will be at the Contractor's expense.

**Systems Testing:**

Prior to the award of contract, the Contractor will test both the dictation system and communication of completed transcribed documents and provide a report to respective hospital within three (3) days of test. If the test are not successful, Bryce/Harper shall have the option of awarding the contract to another Contractor.

**References:**

Contractor must submit a list of at least five (5) businesses for whom the Contractor provided Medical Transcription services within the past three (3) years. The business address, telephone number, and fax number, contact person(s), and period of service must be included. The reference list/information must be included with the bid.

**Disclosure of Failure to meet Turn-Around Time:**

Contractor must submit information from previous experience regarding episodes of failure to meet specified turn-around times, the reason(s) for the problem(s) and the measures taken to remedy the situation(s). This information is to be submitted with the bid for evaluation.

**Invoicing:**

Contractor must define a billable line as the number of characters counted in Microsoft Word and divided by 65 to calculate the number of lines. Double spaces and blank lines do not count in the number of characters.

Documents will be transcribed in the following font: Times New Roman Size: 11

Contractors must provide a monthly invoice for each individual hospital, reflecting the number of lines per day (showing calculations) with the total cost per week. The invoice must include a detailed listing of documents included in the billing itemizing at a minimum the following information:

Patient Identification Number  
Hospital Record Number  
Document Type  
Date of Service  
Length  
Transcriptionist

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Cost  
Date and Time of Dictation  
Date and Time of Transcription  
Date and Time of Transmission

### **Revisions/Corrections**

In addition to the bid for the basic contract, bid and procedural information must be submitted for completion of revisions to documents previously transcribed and transmitted.

Corrections are to be made by the Contractor at the cost of the Contractor.

Changes are to be made by the Contractor with costs paid by the facility.

Contractor must provide a fax machine with toll-free number for Bryce Hospital with a toll-free number, free of charge, through which corrections and revisions may be faxed to the Contractor.

### **HIPPA Requirements**

In addition to and without limitations to any other provision of this solicitation, if and to the extent, and for so long as required by the provisions of 42 U.S.C Section 1171 ET SEQ. Enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and the regulations promulgated thereunder, all as amended from time to time, Contractor agrees to safeguard all Protected Health Information (PHI) made available to Contractor from the Department of Mental Health (DMH) or any of DMH's employees, contractors, business associates or agents. Without limitations of any other provision, the Contractor agrees:

- A. Not to use or further disclose any PHI other than as permitted or required by contract or by law.
- B. Not to use or further disclose any PHI in any manner that would violate the requirements of all applicable law.
- C. To use appropriate safeguards to prevent the use of disclosure of such PHI other than as provided by contract, and to mitigate to the extent practicable any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of any contract or purchase order.
- D. To immediately report to DMH any use or disclosure of such PHI not provided by contract of which the Contractor becomes aware.
- E. To ensure that any subcontractor or agent to whom Contractor provides such PHI agrees in writing to the same regulations and conditions that apply to DMH and Contractor with respect to such information; provided however, that Contractor shall not provide any PHI to any subcontractor or agent without prior written consent of DMH.

### **E VERIFY:**

Contractor understands that Contractor shall provide a complete copy of the E-verify Memorandum of Understanding (MOU) which is generated when the business entity or employer enroll in the program bearing the number assigned to the MOU by Homeland Security; establishing that the business entity has registered to participate and will actively participate in the E-verify for the duration of the contract, and shall verify every employee who is required to be verified according to the applicable Federal rules and regulations.

### **Facility Contact:**

Bryce Hospital – Deborah McShan – 205-507-8460

Harper Center – LeeAnn Crenshaw - 205-366-3020

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